

Request for Proposal (RFP) No.: RFPMEDPAC012010
Title: Computer Programming, Data Analysis, and Related Support Services

Interested Party:

You are invited to submit a proposal in accordance with the requirements of the attached solicitation. MedPAC expects to award a Cost-Plus-Fixed Fee Contract. The contract will cover two initial contract periods, one three month transition period from July 1, 2010 through September 30, 2010 (The three month transition period only applies to the contractor other than the incumbent); and a one year base contract period from October 1, 2010 through September 30, 2011. Please provide your response to this Request for Proposal by close of business March 8, 2010. Submit your electronic response to procurement@medpac.gov.

The proposal must be signed by an official authorized to bind the offer, and it must contain a statement to the effect that the proposal is firm for a period of at least 60 days from the date set for receipt of proposal, including any extensions thereof.

This solicitation does not commit MedPAC to pay any cost incurred in the submission of proposals nor to procure or contract for the supplies or services. Should you require any additional information regarding the statement of work, please feel free to contact me at the phone number/email below.

If you have any questions regarding this solicitation, please submit your questions to rbroadnax@medpac.gov.

Thank you for your consideration.

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SUPPLIES OR SERVICES AND PRICES/COST

BRIEF DESCRIPTION OF SERVICES

The purpose of this solicitation is to obtain Computer Programming, Data Analysis, and Related Support Services. Independently and not as an agent of MedPAC, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by MedPAC, as need to perform the Statement of Work.

TYPE OF CONTRACT

MedPAC expects to issue a Cost-Plus-Fixed-Fee contract resulting from this solicitation. Based on its past experience, MedPAC estimate the contractor will perform an average of 1,200 hours per month. MedPAC expects tasks to be completed on a quick turnaround basis and will require simultaneous analysis of multiple issues.

CONSIDERATION FOR PAYMENT

The contract period for this contract is 15 months, beginning July 1, 2010, three months transition period and twelve months base year, with four one year option periods. The transition period only applies to the awardee other than the incumbent contractor. The contract will include a not to exceed amount, based on the successful bidder's fully loaded rates. Based on past performance MedPAC estimates that the contractor will perform an average of 1,200 hours per month. Option years are subject to the availability of appropriated funds. In consideration for the satisfactory performance of the work called for, the contractor shall be paid for each hour of direct labor actually expended in the performance of each task issued at the rate, by labor classification, specified below.

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Labor <u>Classification</u> *	Loaded Hourly <u>Labor Rates</u> **
Project manager	\$
Senior supervising programmer/analyst	\$
Supervising programmer/analyst	\$
Senior programmer	\$
Programmer	\$
Junior programmer	\$
Senior IT Specialist	\$
IT Specialist	\$
Clerical	\$

* These labor classifications are defined in Section Instructions, Conditions, and Notices to Offerors and may be changed at time of award to coincide with the successful contractor's actual labor categories.

** Loaded hourly rates include salary, fringe benefits, labor overhead, general and administration (G&A), and profit.

HOURS BY LABOR CATEGORY

- A. The total hours estimated under this contract are subject to change. The hours for any one category may increase or decrease during the course of each contract period to meet the requirements of each task request issued.. The contractor agrees to provide MedPAC with additional hours in any individual category, if necessary, within a reasonable time period.
- B. The labor classifications are defined as follows and may be changed at the time of award to coincide with the successful contractor's actual labor classification:
 - (1) Project Manager. Person responsible for day-to-day management of the project and direction of project staff. The Project Manager shall have a minimum of five years experience in the management of contracts of this type, which involve multiple tasks, changing priorities, and quick response.
 - (2) Senior Supervising Programmer/Analyst. Programmer/Analyst with at least 10 years of relevant programming experience and at least five years of experience as the manager or supervisor of other programmers.
 - (3) Supervising Programmer/Analyst. Programmer/Analyst with at least five years of relevant programming experience and at least three years of experience as the manager or supervisor of other programmers.
 - (4) Senior Programmer. Computer programmer, with at least five years programming experience, of which at least three years must involve programming with relevant files.
 - (5) Programmer. Mid-level computer programmer with at least three years data processing experience.
 - (6) Junior Programmer. Entry-level computer programmer with one year of data processing experience or a four-year degree in mathematics, statistics, computer science, or a social science research discipline.
 - (7) Senior IT Specialist. Information technology specialist with at least 10 years of experience in information technology software and computer support services.

(8) IT Specialist. Information and technology specialists with at least three years of experience in information technology and computer support services.

(9) Clerical. Clerical staff.

C. Other Direct Cost

MedPAC will reimburse the contractor for out of state travel and per diem in accordance with U.S. government travel reimbursement policies. (See Clause 16)

D. The Contractor shall not change individuals from one labor classification to another without prior written approval of the Project Officer.

E. MedPAC does not guarantee any maximum or minimum use of this contract. The total cumulative dollar amount for work completed under this contract shall be determined unilaterally by MedPAC.

F. MedPAC reserves the right to use other sources to provide computer programming support services.

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Pricing for Option Periods

A. Pricing for the first option period shall be as follows:

Labor <u>Classification</u> *	Loaded Hourly <u>Labor Rates</u> **
Project manager	\$
Senior supervising programmer/analyst	\$
Supervising programmer/analyst	\$
Senior programmer	\$
Programmer	\$
Junior programmer	\$
Senior information technology specialist	\$
Information technology specialist	\$
Clerical	\$
Other direct costs (ODC)	
O/H on ODC	____%
Fee on & ODC	____%

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B. Pricing for the second option period shall be as follows:

Labor <u>Classification*</u>	Loaded Hourly <u>Labor Rates**</u>
Project manager	\$
Sr. supervising programmer/analyst	\$
Supervising programmer/analyst	\$
Senior programmer	\$
Programmer	\$
Senior information technology specialist	\$
Information technology specialist	\$
Clerical	\$
Junior programmer	\$
Other Direct Costs (ODC)	
O/H on ODC	____%
Fee on ODC	____%

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C. Pricing for the third option period shall be as follows:

Labor <u>Classification</u> *	Loaded Hourly <u>Labor Rates</u> **
Project manager	\$
Sr. supervising programmer/analyst	\$
Supervising programmer/analyst	\$
Senior programmer	\$
Programmer	\$
Senior information technology specialist	\$
Information technology specialist	\$
Clerical	\$
Junior programmer	\$
Other Direct Costs (ODC)	
O/H on ODC	____%
Fee & ODC	____%

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D. Pricing for the fourth option period shall be as follows:

Labor <u>Classification</u> *	Loaded Hourly <u>Labor Rates</u> **
Project manager	\$
Sr. supervising programmer/analyst	\$
Supervising programmer/analyst	\$
Senior programmer	\$
Programmer	\$
Senior information technology specialist	\$
Information technology specialist	\$
Clerical	\$
Junior programmer	\$
Other Direct Costs (ODC)	
O/H on ODC	____%
Fee & ODC	____%

E. Notwithstanding any provision contained herein, MedPAC may increase or decrease the contract ceiling amount for each option period

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WITHHOLDING OF CONTRACT PAYMENTS

The Contractor shall, in consultation with MedPAC project officer and senior staff, develop a means of collecting feedback from MedPAC staff on a project-specific basis in order to establish performance metrics for purposes of eligibility for performance-based bonus payment. Ten (10) percent of the contractor's fee (profit) will be at risk depending on performance under the contract.

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of cause beyond the control, and without the fault or negligence of the Contractor as defined by the cause entitled "Excusable Delays" or "Default", as applicable. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

STATEMENT OF WORK

I. GOALS

MedPAC requires the contractor to be able to fulfill a number of objectives in providing services under this statement of work. The contractor will be required to provide:

- Analytic results in a cost effective and timely manner—The contractor shall identify programming staff that have the most appropriate experience to fit with subject matter for specific data analyses, determine the most effective means for conducting the analysis in the time frame required, and keep management costs low.
- An efficient management structure—The contractor shall provide for an efficient management structure that minimizes direct administrative and management costs under the contract.
- Mechanisms for ensuring high quality and error free programming—The contractor shall provide mechanisms for maintaining high quality computer programming and have in place quality improvement mechanisms that will ensure analyses are conducted accurately and efficiently and without errors. Such mechanisms should especially pertain to contractor's staff not typically engaged in MedPAC work, but who are brought online as additional resources at times of peak demand (see below). The contractor shall also have procedures to correct programmers' errors without MedPAC incurring additional costs for the extra time required to reproduce analysis results.
- Ready access to data files for MedPAC staff—The contractor shall provide mechanisms for providing MedPAC staff or contractors working for MedPAC quick and ready access to source and analytic files when requested via CD or a secure internet website.
- Mechanisms for ensuring complete and current backups of all source data and program files necessary to conduct tasks under this contract. MedPAC will provide for off-site

storage of backups of data files on tape or other media via a separate contract with Iron Mountain.

- A smooth transition between contracts—The contractor shall prepare a transition plan for taking over computer services, data, and equipment from the current contractor and handing off services to another contractor after the period of service under this contract is complete. If requested, the contractor shall provide any technical assistance that may be necessary in completing a transition to a new contractor to ensure continuity in computer programming services and with minimal disruption to MedPAC’s analytic agenda.
- Mechanisms to adjust to changes in resource requirements—The contractor shall develop a mechanism to quickly respond to changing priorities as the Commission adjusts its analytic agenda. The level of effort required under this contract may vary by 50 percent or more from month to month.

II. TYPES OF TASKS

Requests to analyze data will be on an as-required basis and work under the contract shall be performed upon the issuance of task requests by the Project Officer at the request of MedPAC staff. Senior MedPAC staff will provide guidance on workflow and priorities after the task request is issued.

Upon the issuance of a task request the contractor shall submit to the Project Officer and the MedPAC analyst responsible for the request an estimated start date for the task work to begin, and an estimate of the cost for completing the task request. The cost estimate shall include an estimate of the number of labor hours required to complete the task plus other expenses that may be incurred. Unless instructed otherwise, the contractor will not proceed with a task request until the budget is approved by the Project Officer or the MedPAC analyst responsible for the task request. When costs for a task are expected to exceed the budget estimate, the contractor shall

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notify the Project Officer and MedPAC analyst for approval to revise the budget for the task request.

The types of tasks to be performed by the contractor under this contract are summarized as follows:

Task 1. DATA DEVELOPMENT AND MANAGEMENT

The contractor shall prepare source data for use in our analyses, including testing and documentation of new data sets. It will also maintain a secure environment for data files stored on disk, tape cartridges, other data storage media (if applicable) and documentation for those files. The types of data sets MedPAC uses include, but are not limited to:

- Beneficiary level enrollment files, such as the Center for Medicare and Medicaid Services (CMS) denominator file and group health plan master file;
- Claims files, which may contain 40 million or more records annually, such as the standard analytic files for physician, hospital, and outpatient services, and skilled nursing and home health care;
- Medicare Advantage encounter data;
- Provider files, including Medicare cost reports and survey data for hospitals, skilled nursing facilities, home health agencies, dialysis facilities, and hospices;
- Quality indicators data, including ACE Pros, CMS DataLink, OASIS, HEDIS, CAHPS, IRF-PAI, and ARC mortality and patient safety data set;
- Geographic data files and geographic information systems that include data on facility location and area characteristics;
- Survey data, including the Medicare Current Beneficiary Survey and Current Population Survey;
- Proprietary data obtained from providers, insurers, or other sources,
- Other data needed for MedPAC analyses.

Subtask 1.1 Source file installation and verification

The contractor shall provide programming services supporting file establishment, testing, and documentation of new data sets. This includes copying and creating data files received from CMS and other organizations for use in analytic tasks, comparing file documentation with actual file structure to ensure MedPAC received correct files and documentation, dealing with staff from CMS and other organizations to resolve potential problems with data files received, editing files in consultation with MedPAC staff, and preparing descriptive statistics on file variables to check data ranges and identify potential problems with file variables. In rare instances, the contractor will also be required to enter in data elements not readily available in machine-readable form. The contractor will provide ready access to file documentation and descriptive output to MedPAC staff.

Subtask 1.2 User-file creation: data base creation, merging, extraction

The contractor will create analysis files for statistical applications software (such as SAS, STATA, et cetera), other applications software (such as geographic information software or spreadsheet software such as Excel), or programming languages. The construction of analysis files will involve merging and extracting data elements from multiple sources, such as the linking of multiple claims files to create episodes of service. It also includes developing editing routines for analysis file variables. The source data sets include, but are not limited to, those discussed above. The contractor when requested will also make copies of source files and other analytic files for use by MedPAC analysts and contractors working for MedPAC.

Subtask 1.3 Maintaining and updating user documentation

The contractor shall maintain detailed documentation of all files, including file layouts, disk/tape storage location, and other characteristics of data files (for example, source files for analysis files). The contractor shall maintain detailed documentation of programs to support data

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analyses in Task 2 and will provide copies of such documentation to MedPAC staff when requested. The contractor will maintain an online library of file layouts for source and other relevant file documentation that are accessible to MedPAC analysts through a secure extranet site or MedPAC's intranet.

Subtask 1.4 Storage and cataloging of data files

The contractor shall store source and analytic files used by MedPAC in a secure and climate appropriate environment with access limited to contractor staff assigned to this project and MedPAC staff. As custodian of the data files, the contractor will be required to sign data use agreements for many of the data files to ensure the security and confidentiality of the data. The contractor shall maintain a catalog of all source files so files can be readily identified and accessed when needed and data use agreements renewed before expiring. The contractor shall provide MedPAC analysts with easy and quick access to source data or analysis files when requested. The tape library currently contains over 9,000 IBM 3480 and 3490 tape cartridges, as well as data on hard drives and optical storage media.

In managing and storing MedPAC data, the contractor must comply with applicable Federal information security (IS) policies. Compliance means the contractor must:

- Implement their own IS program that adheres to Federal IS policies, standards, procedures, and guidelines, as well as industry best practices;
- Participate and fully cooperate with MedPAC IS audits, reviews, evaluations, tests, and assessments of contractor systems, processes, and facilities;
- Provide upon request results from any other audits, reviews, evaluations, tests and/or assessments that involve MedPAC information or information systems;
- Report and process corrective actions for all findings, regardless of the source, in accordance with Federal or other applicable procedures (i.e., HIPAA or requirements of federal or private data use agreements);

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- Document its compliance with Federal security requirements and maintain such documentation in the systems security profile;
- Prepare and submit an incident report to MedPAC of any suspected or confirmed incidents that may impact MedPAC information or information systems; and

Subtask 1.5 Backup of source data files, project data files, programs, and documentation

The contractor shall develop a mechanism to ensure regular, complete, and timely backups of task files. These backups should cover original (source) data, intermediate (derivative) analytic data files, programs used to produce intermediate datasets and analytic output, and data and task documentation. Files should be backed up frequently enough to ensure that task work can continue with minimal delay and minimal loss of content with restored data from backups in the event of catastrophic loss of data at either MedPAC's offices or the contractor's location. MedPAC will facilitate storage of backup data (either on tape or other media types) through a separate contract with Iron Mountain.

Subtask 1.6 Maintenance and Management of data storage equipment for use in data analyses

MedPAC will provide hardware for purposes of storing, serving and archiving project data and programs in a central location.

This hardware is currently:

- Tape reader
- A rack mount 3.6 TB server
- A rack mount 16TB iSCSI hard-drive array for backup and archiving
- A UPS that supports all equipment in the server rack
- A rack

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- A 24 port 10/100/1000 switch
- An LTO tape drive and autoloader

The contractor shall maintain the data storage and related equipment to be used on this project in a secure environment on their premises. (The contractor shall be responsible for setting the equipment up on its premises.) The contractor will provide ongoing maintenance and management of files and programming resources to minimize MedPAC's total programming expenses. The contractor shall periodically evaluate computing resources to determine whether additional equipment or software are needed to meet MedPAC's goals under this contract. For technical specifications of the current equipment please see Attachment D.

The contractor will be responsible for providing and maintaining all workstations, software (e.g., SAS, Microsoft Office, *et cetera*) necessary to access the storage system and perform analytic work under this contract.

[For the bidder's reference only, following is a general description of the workstations currently used to analyze data housed on the storage array described above:

Four Hewlett Packard xw8600 workstations running under Windows Vista OS. Each workstation has dual Intel Xenon E5405 processors, a heat sink thermal kit, an NVIDIA Quadro graphics card, 4 gigabytes of RAM, 5 SATA hard drives (2 160 gigabyte and 3 1000 gigabyte), and one CD-RW/DVD combo optical drive.]

Task 2. DATA ANALYSIS

The contractor will be responsible for working with MedPAC analysts through all stages of project work. This may involve assistance in developing data specifications, creating analysis files, analyzing data, and developing and maintaining simulation models. Data specifications range from simple cross tabulations to complex statistical modeling using claims files with over 40,000,000 records.

Subtask 2.1 Analysis of data files

Using data files developed in Task 1, the contractor will develop analytical programs using either statistical software packages or programming languages. MedPAC project analysts will provide written and verbal requests for empirical analysis with specifications such as the data files to use, calculations to perform, procedures to use, tables to generate, and statistical tests to conduct. The contractor shall discuss questions, assumptions, problems, and suggestions with the project analysts. The contractor shall have a good understanding of the appropriate application of statistical methods used in analysis.

The analytical programming will support MedPAC analyses in the project areas including, but not limited to, those defined in Paragraph IV below. The contractor will be required to deliver output to MedPAC via e-mail or other medium specified by MedPAC.

The contractor shall ensure that output is provided accurately and on time. This includes ensuring that programs are debugged, proper screens are applied to the data, and the final product represents what MedPAC staff have requested.

Subtask 2.2 Developing and updating simulation models

The contractor will develop and update models (programs) that simulate payments to providers under different Medicare payment systems (such as those for inpatient and outpatient hospital services) and to health plans under the Medicare Advantage program. These models will incorporate policy and payment parameters and will be used to simulate the distributional impact on beneficiaries, providers, and health plans of potential modifications to the payment systems.

Task 3. PROJECT MANAGEMENT

The contractor will manage the contract to ensure high quality, timely, and accurate work, while ensuring efficient use of management, programming, and computer resources to minimize costs to MedPAC. As part of this process, the contractor shall:

Provide detailed budget estimates for each task—The budget estimates will include estimated staff hours and costs required to complete various phases of a task request (including data development, specific analytic subtasks, project documentation, and project management) and will be provided to the project officer and the MedPAC analysts responsible for specific task requests. Budget estimates for a task should be provided as quickly as possible after the issuance of a task request. MedPAC may also request that budget estimates for potential tasks be made prior to the issuance of a task request. MedPAC may require the contractor to work with staff to change the scope of a task to reduce projected costs. The contractor shall keep individual analysts and the project officer apprised of the ongoing costs of projects and shall notify the analyst and project officer if costs are expected to exceed the initial budget estimate. The contractor will provide revised budget estimates if the scope of a task changes, and will provide total actual costs upon project completion. The contractor will also notify the MedPAC contract officer and MedPAC senior staff when costs for any project exceed a defined threshold (\$35,000 for the first year of the contract).

Ensure review and quality control of work performed by the contractor's staff on each task. Contractor shall have a mechanism in place through which difficulties on any project are identified quickly, and elevated for resolution as appropriate. The contractor shall, in consultation with MedPAC project officer and senior staff, develop a means of collecting feedback from MedPAC staff on a project-specific basis in order to establish performance metrics for purposes of eligibility for performance-based bonus payment. Ten (10) percent of the contractor's fee (profit) will be at risk depending on performance under the contract, according to terms to be negotiated between the contractor and MedPAC. The collection instrument should allow MedPAC analysts to assess contractor's performance on individual projects with respect to timeliness, cost, responsiveness, and accuracy of analysis.

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Ensure that staff not normally assigned to the MedPAC contract who are brought on to assist in periods of peak demand have a basic understanding of MedPAC and its analytic requirements, and a basic understanding of Medicare data and policy. The contractor may wish to ensure this capacity via formal training, internal seminars, or other approaches. Additionally, the contractor must ensure that non-project staff brought on to assist during peak periods receive adequate supervision and support in their conduct of MedPAC projects.

Ensure programmers maintain sufficient concurrent and final documentation of work under each project task to allow other programmers to take over programming work when necessary, to call upon past programs for future work, and to allow MedPAC staff to review current and past tasks when requested.

Provide mechanisms that will allow the project officer and other MedPAC staff to monitor the level of staff and computer resources going into ongoing tasks and the progress being made on individual tasks. These monitoring mechanisms shall also provide sufficient information to allow for a monthly review of work performed to ensure consistency with billing on monthly invoices.

Ensure periodic review of tape and disk storage at an external storage facility (if applicable).

Provide for a seamless transition if computing programming support services are transferred from one contractor to another.

IV. PROJECT AREAS OF STUDY

The data base development and analysis activities described above (Tasks 1 and 2) will support MedPAC's intramural and occasionally extramural work in project areas such as those described below, but possibly other areas:

1. Provider-level analyses—Providers examined include managed care organizations, hospitals (acute inpatient, acute specialty, long-term care, rehabilitation, psychiatric), outpatient facilities (hospital outpatient, ambulatory surgical centers), skilled nursing facilities, home health agencies, hospices, dialysis providers, physicians, labs, and durable medical equipment suppliers. The types of analyses conducted include examination of costs and payments, financial performance, policy simulation models, policy refinements (e.g., outlier cases, case-mix and fee-schedule refinements, wage index improvements), claims level analyses examining the accuracy of Medicare payments.
2. Beneficiary-level analyses—The focus of these analyses are on access to care and the quality of care provided to Medicare beneficiaries. The type of analyses conducted include examination of beneficiary cost sharing, analysis of differences in service use and spending for different categories of beneficiaries, investigation and development of different quality indicators using claims and other data.
3. Quality indicators—These analyses use quality indicators to investigate the application of risk adjustment models, national trends in quality, and provider quality.
4. Patterns of care—These analyses examine how beneficiaries use services. The analyses may focus on examining changes in the settings where beneficiaries receive care, regional differences in care as it relates to the availability of services in an area, comparison of costs, payment and service use for beneficiaries with similar conditions but different patterns of care across providers.

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5. The Medicare Advantage program—These analyses may focus on the characteristics of beneficiaries enrolled in the Medicare Advantage program, explore improvements that can be made in risk adjustment methods, and appropriateness of area level capitation rates.
6. The Medicare drug benefit—Analyses will focus on the Medicare drug benefit (Part D). Analyses could include examination of the use and discounts given under the drug card, differences in beneficiary spending for prescription drugs, and examination on beneficiary out-of-pocket spending for alternative constructions of the drug benefit.
7. Other topics as staff requests.

V. CONTRACTOR REPORTING

In addition to any other reports required elsewhere in the contract, the contractor is required to complete the following reports:

1. Administrative Progress Reports

The contractor shall deliver to the Project Officer monthly progress reports covering all work accomplished during the reporting period. These reports shall include the contract number and project title, a basic summary of the work performed and the number of hours worked by labor classification (see Section J Attachments) for each active task request during the month. The accounting of hours by task request is also required when invoicing for services (see Section G). As tasks are added (or completed), the contractor shall include (exclude) these tasks in the monthly progress report accounting and invoices.

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Administrative progress reports shall be submitted to the project officer, by the 15th working day of each month. Progress reports must be received before monthly invoices are approved.

2. Staff Project Status Reports

The contractor shall deliver to the Project Officer, on a weekly basis during peak periods (less frequently during off-peak periods), a report of the status of work on each active MedPAC project. At a minimum, the report should contain the task number, the contractor's programmer assigned to the task, the number of hours worked during the week, and any applicable status notes.

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PACKING AND MARKING

All deliverables required under this contract shall be packaged, marked, and shipped in accordance with the Statement of Work and any additional requirements set forth in individual task.

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INSPECTION AND ACCEPTANCE

All work described in the statement of work to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government.

The Project Officer is responsible for the, technical monitoring, and evaluation of the Contractor's technical performance. The Project Officer shall perform inspection and acceptance to determine if the deliverables meet the requirements as MedPAC has set forth in this contract. Such approval will indicate acceptability to MedPAC performance in accordance with the requirements of Section C and the terms and conditions of this contract and will be subject to applicable warranties. MedPAC reserves the right to perform any inspections and audits as deemed necessary to assure that the Contractor's services conform to prescribe requirements.

DELIVERIES OR PERFORMANCE

I. PLACE OF DELIVERY

All items called for herein shall be shipped to the project officer's address:

Medicare Payment Advisory Commission
601 New Jersey Ave, NW
Suite 9000
Washington, DC 20001

II. PERIOD OF PERFORMANCE

The contract will cover two initial contract periods; one three month transition period from July 1, 2010 through September 30, 2010; and a one year base contract period from October 1, 2010 through September 30, 2011.

NOTE: The three month transition period only applies to the contractor other than the incumbent.

III. OPTION TO EXTEND SERVICES

A. MedPAC may extend the period of performance of this contract for up to four additional one (1) year periods. The Contracting Officer may exercise such option by sending written notice to the contractor at least thirty (30) days prior to the contract completion date. If MedPAC exercises such options, the total duration of this contract, including the exercise of any options under this Clause, shall not exceed 63 months.

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Notwithstanding any provision contained herein, MedPAC is not precluded from negotiating the rates downward for the option periods.

MedPAC will consider the contractor's performance under this contract as a factor in its decision to exercise any options pursuant to this Paragraph.

CONTRACT ADMINISTRATION DATA

I. DESIGNATION OF PROJECT OFFICER AND TECHNICAL DIRECTION

A. _____ is hereby designated as the MedPAC Project Officer under this contract and can be contacted at the following address:

Medicare Payment Advisory Commission

601 New Jersey Ave., NW Suite 9000

Washington, D.C. 20001

Telephone Number: (202) 220-3700

B. Project Officer is responsible for:

1. The issuance of task requests to perform work as described in the Statement of Work.
2. Directions to the Contractor which redirect the contract effort, shift work emphasis between project areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.
3. Provision of information to the Contractor which assists in the interpretation of specifications or technical portions of the work described.
4. Review and, where required by the contract, approve technical reports, specifications, and technical information to be delivered by the Contractor to MedPAC, under the contract.

C. The project officer shall, at the time of issuance of a task request, identify the MedPAC analysts responsible for day-to-day direction of the task request. Technical direction given by analysts, once a task request has been issued, does not require project officer approval.

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Technical direction must be within the general scope of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which (1) constitutes an assignment of additional work outside the general scope of the contract; (2) constitutes a change as defined in the contract clause entitled "Changes"*; or (3) changes any of the expressed terms, conditions, or specifications of the contract.

If in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories defined in (1) through (3) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instruction or direction, and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that the technical direction is within the scope of this clause and does not constitute a change under the "Changes"* clause of this contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of an instruction or direction, or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."* see Section I.

The Contractor shall proceed promptly with the implementation of all technical directions duly issued by the Project Officer.

II. DESIGNATION OF CONTRACTING OFFICER

A. _____ is hereby designated as the MedPAC Contracting Officer under this contract and can be contacted at the following address:

Medicare Payment Advisory Commission
601 New Jersey Ave., NW Suite 9000
Washington, D.C. 20001
Telephone Number: (202) 220-3700

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B. Contracting Officer is responsible for:

1. The over-all contract administration.
2. The Contracting Officer is authorized to make bilateral and unilateral changes to the contract that may result in extending the contract period of performance; make changes requested by the contractor; scope of work; contract price; quantity; quality; and delivery schedule by a properly executed modification to the contract.
3. All payment inquiries.

III. SUBMISSION OF INVOICES

The contractor's invoice, for each task request, shall itemize the hours worked by labor category described in the progress report multiplied by the approved rate for each labor category, plus the charge for other direct costs and approved travel. An original invoice or voucher, including required supporting statements or certifications and prominently identified with the contract number, shall be submitted by the Contractor to:

Medicare Payment Advisory Commission
601 New Jersey Ave, NW Suite 9000
Washington, D.C. 20001
Attn: Executive Office

IV. INVOICE PAYMENT

Payment shall be made on this contract as close as possible to but not later than 30 calendar days after a complete invoice received by the Contracting Officer and the in the monthly progress report has been received by the project officer.

V. METHOD OF PAYMENT

- A. Payments under this contract shall be made by electronic transfer through the Treasury Financial Communications Systems at the option of MedPAC.
- B. Within 7 days of receiving notice of award, the Contractor shall forward their financial information, in writing, to MedPAC to facilitate contract payments (Attachment D)
- C. Any changes to the information on Attachment D shall be furnished, in writing, to the Contracting Officer. It is the Contractor's responsibility to furnish these promptly to avoid payments to erroneous addresses or bank accounts.

VI. CONTRACTOR PROJECT DIRECTOR AND KEY PERSONNEL*

- A. MedPAC views the Contractor personnel listed below as necessary for the successful performance of work under this contract. The Contractor therefore agrees to assign these persons to perform work under the contract and shall not to replace or substitute such personnel without written authorization from the MedPAC Contracting Officer.
- B. The performance of the work required by this contract shall be conducted under the direction of _____. MedPAC reserves the right to disapprove any successor to this individual.
- C. The Contractor shall not add new personnel to this contract without the prior written approval of the Contracting Officer.

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D. The key personnel under this contract shall be:

Name_____

Title_____

SPECIAL CONTRACT REQUIREMENTS

I. CONSULTANT SERVICES

The contractor agrees to notify the Project Officer before entering into a contract for consultant services, if any consultant to be used under this contract has an agreement in effect with the Federal Government for similar services at a lesser consultant rate than that offered under this contract.

II. PROCUREMENT OF ALL MATERIALS, DATA, AND SERVICES

MedPAC generally arranges for the contractor to get data files from CMS and other vendors. Except as otherwise provided herein, procurement of all other materials, data, and services necessary for performance under the terms of this contract shall be the responsibility of the contractor.

III. PROJECT PERFORMANCE

The activities outlined in each labor-hour task request shall serve as the standard by which the contractor's performance shall be measured. The monthly progress reports submitted by the contractor shall reflect accomplishments according to these task requests.

IV. AVAILABILITY OF FUNDS

The MedPAC's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the MedPAC for any payment may arise until funds are made available to the Contracting Officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

CONTRACT CLAUSES

Clause 1 Limitation of Cost

- (a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than the estimated cost specified in this contract. The contractor agrees to use its best efforts to perform the work specified in this contract and all obligations under this contract within the estimated cost.
- (b) The Contractor shall notify the Project Officer in writing whenever the amount invoiced under this contract is within twenty percent (20%) of the total authorized amount of the contract. This limitation does not apply to fixed priced contracts.
- (c) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause
 - (i) MedPAC is not obligated to reimburse the contractor for costs above the total authorized amount of this contract;
 - (ii) The contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the total amount of this contract, until the Contracting Officer notifies the contractor in writing that the total authorized cost of the contract has been increased.

Clause 2 Allowable Cost and Payment

- (a) Final payment.
 - (i) The contractor shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but not later than one year (or longer, as the contracting officer may approve in writing) from the completion date. Upon approval of that invoice or voucher, and upon the contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

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(ii) The contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the contractor has been reimbursed by the Government. Reasonable expenses incurred by the contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the contracting officer.

Clause 3 Rights in Data

(a). Data, information, or analysis generated or derived by research or other activities funded by this contract shall be used only for the purposes of the contract. Such data, information or analysis shall not be used or disclosed for any purpose other than to fulfill the requirements set forth in this contract. All research materials, except the contractors own notes, compiled by the contractor in the performance of this contract are the sole property of MedPAC and shall be returned to it at the conclusion of the project.

(b). Where data and other information provided by MedPAC to the Contractor comes from the Centers for Medicare and Medicaid Services (CMS), or any other Federal or State entity, the Contractor agrees to abide by, and when requested by MedPAC to execute, applicable data use agreements (or comparable documents).

(c). Research and analysis funded under this contract may be published by MedPAC, in its discretion, as an official MedPAC report. An official government report is a work of the United States Government and, under the terms of 17 U.S.C. '101,105, not eligible for copyright protection.

(d). MedPAC is the sole owner of any intellectual property arising or resulting from the performance of this contract. MedPAC grants to the contractor a royalty-free, non-exclusive license to utilize any such intellectual property and to publish any analysis or interpretation of such intellectual property in scientific, technical or professional journals, consistent with the requirements of paragraphs e and f below. Nothing in this agreement is intended to limit the contractor's right to seek copyright protection, consistent with Federal law, for such publication.

(e). The contractor agrees not to disclose, verbally or in writing, any data, information or analysis generated or derived by research or other activities funded by this contract for the period beginning with the issuance of the initial task order through June 30th following completion of the project without prior MedPAC approval. The contractor must provide MedPAC information necessary for it to approve disclosure.

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(f). After June 30th following completion of the project, the contractor may publish or otherwise disclose any analysis or interpretation of data, information, or analysis generated or derived from research or other activities funded by this contract. Prior to publishing or otherwise disclosing such analysis or interpretation, the contractor shall notify MedPAC of its intent to do so.

(g). If MedPAC so requests, the Contractor shall include the following acknowledgment of MedPAC support as part of any written publication of research funded by this contract:

The research underlying this [article] was completed with support from the Medicare Payment Advisory Commission. The findings, statements, and views expressed are those of the authors and do not necessarily represent those of the Commission.

Clause 4 Changes

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes and additions within the general scope of this contract including but not limited to any one or more of the following: (i) topics to be covered; (ii) methodology to be employed including travel and interviews; (iii) method of presentation of results including oral presentations in any place; and (iv) number of copies of reports required.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms or conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost clause of this contract.

Clause 5 Termination for the Convenience of the Government

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. In the event of such termination, the Government shall pay the Contractor (i) the amount stated in the contract payment provisions for completed work accepted by the Government, and (ii) an amount agreed upon by the Contractor and Contracting Officer for the partially completed work which is accepted by the Government. Failure to reach an agreement as per (ii), above, shall constitute a "dispute" under the Dispute Clause.

Clause 6 Disputes & Protest

All claims by a Contractor against MedPAC relating to this contract shall be in writing and shall be submitted to the Executive Director for a decision. The Executive Director shall issue a decision in writing, and shall mail or otherwise furnish a copy of the decision to the Contractor. The decision shall state the reasons for the decision reached, and shall inform the Contractor of his or her rights as provided in the contract.

Clause 7 Stop Work Order

The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all

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reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

Clause 8 Notice Regarding Late Delivery

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, the Contractor shall immediately notify the Contracting Officer and Project Officer thereof in writing, giving pertinent details, including the date by which he expects to complete performance or make delivery; provided, however, that this data shall be informational only in character and that receipt thereof shall not be a waiver by the Government of any contract delivery schedule or date, or any rights or remedies provided by law or under this contract.

Clause 9 Inspection and Audit

MedPAC, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate, the work performed or being performed hereunder either at MedPAC or on the premises on which it is being performed, at the election of MedPAC.

Clause 10 Audits and Records

(a) Examination of costs. If this is a cost reimbursement, incentive, time and materials, labor hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(b) Cost or pricing data. If, pursuant to law, the Contractor has been required to submit cost or pricing data in connection with pricing this contract or any modification to this contract, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit all books, records, documents, and other data, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), including computations and projections, related to proposing negotiating, pricing, or performing the contract or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

(c) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraphs (a) and (b) above, for examination, audit, or reproduction, until 3 years after final payment under this contract In addition:

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and (2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are disposed of.

(e) The Contractor may transfer computer data in machine readable form from one reliable computer medium to another. The Contractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The contractor's choice of form or type of materials described in paragraphs (a), (b), and (c) of this clause affects neither the Contractor's obligations nor the Government's rights under this clause.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts over \$10,000 under this contract, altering the clause only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

Clause 11 Subcontracts

(a) The Contractor shall not enter into any subcontract, purchase order to accomplish work required under this contract or work related to that required under this contract without the prior written approval of the Contracting Officer.

(b) Authorized subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the Government. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this contract.

Clause 12 Assignment of Claims

(a) The Contractor, under the Assignment of Claims Act, as amended; 31 U.S.C. 203, 41 U.S.C. 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

Clause 13- News Releases/Endorsements/ Advertising

(a) The Contractor agrees that in the release of information concerning, or resulting from, this contract such release shall include a statement to the effect that the project is sponsored by MedPAC and, if deemed applicable by MedPAC, a disclaimer that views expressed do not necessarily represent that of MedPAC.

(b) The Contractor agrees not to refer to this contract or MedPAC, in advertising, promotional or any other materials, in such a manner as to state or imply that the products or services provided are endorsed or preferred by MedPAC or are considered by MedPAC to be superior to other products or services. No news release, press conference, or advertisement pertaining to this contract will be distributed or broadcast without prior written approval by MedPAC.

Clause 14 Compliance with Laws

The Contractor shall comply with all applicable Federal, State, and local laws rules and regulations applicable to its performance under this contract. The Contractor further agrees to hold MedPAC harmless from any and all liabilities, claims fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by the Contractor of goods or supplies or the furnishing of services that do not meet the requirements of any applicable laws or regulations.

Clause 15 Patent and Copyright Infringement

The Contractor warrants that the products, in the form delivered to MedPAC, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of the Contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify MedPAC against such infringement liability based upon MedPAC's possession thereof without alteration.

Clause 16 Travel

The Contractor shall take necessary steps to restrict travel under this contract to the minimum required for effective performance of the work. Travel outside of the Washington Metropolitan

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area shall not be undertaken without the Project Officer's prior written approval. Government reimbursable policy shall apply at the rates establish in Joint Travel Regulations.

Clause 17- Service Contract Act

Service contracts over \$2,500 shall contain mandatory provisions regarding minimum wages and fringe benefits, safe and sanitary working conditions, notification to employees of the minimum allowable compensation, and equivalent Federal employee classifications and wage rates. Under 41 U.S.C. 353(d).

Clause 18 - Option Years

MedPAC may require continued performance of any services within the limits and at the rates specified in the contract. Theses rates may only be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor.

Clause 19 - Central Contractor Registration

Prospective contractors shall be registered in the CCR database prior to award of a contract or agreement.

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LIST OF ATTACHMENTS

<u>Title</u>	<u>No. Pages</u>	<u>Attachment</u>
Price Computation Forms	5	“B”
Number of Hours by Labor Classification	3	“C”
Financial Information	1	“D”

ATTACHMENT B

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Price Computation Form

BASIC PERIOD

			Total
<u>Labor</u>	Proposed	Proposed	Proposed
<u>Classification</u> *	<u>Hours</u> **	<u>Base Rate</u> ***	<u>Base Cost</u>
Project Manager			
Sr. Supervising Programmer/Analyst			
Supervising Programmer/Analyst			
Senior Programmer			
Junior Programmer			
Senior IT Specialist			
IT Specialist			
Clerical			
Total Direct Labor Costs			\$ _____
Overhead	_____ %		\$ _____
Profit	_____ %		\$ _____
Total Loaded Costs			\$ _____
Other Direct Costs			\$ _____

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Total Proposed Costs

\$_____

* These labor classifications are defined in Section Instructions, conditions, and Notices to Offerors.

** The contractor should fill in the estimated hours of staff time they anticipate using for each labor classification, assuming that hours for the project year will total to 12,000. Please note that the total estimated hours is used for evaluation purposes only and does not constitute a MedPAC commitment under the contract.

*** Weighted Average of base rate costs within each labor class group.

NOTE:

Information must be provided to show what figures were applied against the basic hourly rate to develop the loaded hourly rate.

Price Computation Form

OPTION PERIOD 1

<u>Labor</u>	Proposed	Proposed	Proposed
<u>Classification</u> *	<u>Hours</u> **	<u>Base Rate</u> ***	<u>Base Cost</u>
Project Manager			
Sr. Supervising Programmer/Analyst			
Supervising Programmer/Analyst			
Senior Programmer			
Junior Programmer			
Senior IT Specialist			
IT Specialist			
Clerical			
Total Direct Labor Costs			\$ _____
Overhead	_____ %		\$ _____
Profit	_____ %		\$ _____
Total Loaded Costs			\$ _____
Other Direct Costs			\$ _____
Total Proposed Costs			\$ _____

Price Computation Form

OPTION PERIOD 2

<u>Labor</u>	Proposed	Proposed	Proposed
<u>Classification</u> *	<u>Hours</u> **	<u>Base Rate</u> ***	<u>Base Cost</u>
Project Manager			
Sr. Supervising Programmer/Analyst			
Supervising Programmer/Analyst			
Senior Programmer			
Junior Programmer			
Senior IT Specialist			
IT Specialist			
Clerical			
Total Direct Labor Costs			\$ _____
Overhead	_____ %		\$ _____
Profit	_____ %		\$ _____
Total Loaded Costs			\$ _____
Other Direct Costs			\$ _____
Total Proposed Costs			\$ _____

Price Computation Form

OPTION PERIOD 3

<u>Labor</u>	Proposed	Proposed	Proposed
<u>Classification</u> *	<u>Hours</u> **	<u>Base Rate</u> ***	<u>Base Cost</u>
Project Manager			
Sr. Supervising Programmer/Analyst			
Supervising Programmer/Analyst			
Senior Programmer			
Junior Programmer			
Senior IT Specialist			
IT Specialist			
Clerical			
Total Direct Labor Costs			\$ _____
Overhead	_____ %		\$ _____
Profit	_____ %		\$ _____
Total Loaded Costs			\$ _____
Other Direct Costs			\$ _____
Total Proposed Costs			\$ _____

Price Computation Form

OPTION PERIOD 4

<u>Labor</u>	Proposed	Proposed	Proposed
<u>Classification</u> *	<u>Hours</u> **	<u>Base Rate</u> ***	<u>Base Cost</u>
Project Manager			
Sr. Supervising Programmer/Analyst			
Supervising Programmer/Analyst			
Senior Programmer			
Junior Programmer			
Senior IT Specialist			
IT Specialist			
Clerical			
Total Direct Labor Costs			\$ _____
Overhead	_____ %		\$ _____
Profit	_____ %		\$ _____
Total Loaded Costs			\$ _____
Other Direct Costs			\$ _____
Total Proposed Costs			\$ _____

ATTACHMENT C

Page 1 of 3

NUMBER OF HOURS WORKED BY LABOR CLASSIFICATION

Task 1. Data Development and Management:

<u>Labor</u>	<u>Project</u>	<u>Project</u>	<u>Total</u>
<u>Classification</u>	Area 1	<u>Area 2</u> ...	<u>Hours</u>

Project manager

Senior supervising programmer/analyst

Supervising programmer/analyst

Senior programmer

Programmer

Senior information technology specialist

Information technology specialist

Junior programmer

Clerical

ATTACHMENT C

Page 2 of 3

Task 2. Data analysis:

<u>Labor</u>	<u>Project</u>	<u>Project</u>	<u>Total</u>
<u>Classification</u>	<u>Area 1</u>	<u>Area 2 ...</u>	<u>Hours</u>

Project manager

Senior supervising programmer/analyst

Supervising programmer/analyst

Senior programmer

Programmer

Senior information technology specialist

Information technology specialist

Junior programmer

Clerical

ATTACHMENT C

Page 3 of 3

Task 3.Project management:

<u>Labor</u>	<u>Project</u>	<u>Project</u>	<u>Total</u>
<u>Classification</u>	<u>Area 1</u>	<u>Area 2 ...</u>	<u>Hours</u>

Project manager

Senior supervising programmer/analyst

Supervising programmer/analyst

Senior programmer

Programmer

Senior information technology specialist

Information technology specialist

Junior programmer

Clerical

Financial Institution

Full name (where practicable), title, phone number, and complete mailing address of

1. Responsible official to whom payments are to be sent.
2. The following bank account information is required to accomplish wire transfer:
 - a. name of the receiving bank;
 - b. address of the receiving bank;
 - c. American Bankers Association (ABA) 9-digit identifier of the receiving bank;
 - d. Contractor's account number at the bank;
 - e. telegraphic abbreviation of Bank;
 - f. Signature and title of Authorized Company Official:

Signature

Title

Date _____

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

I. INSTRUCTIONS TO OFFERORS

Offerors shall follow the instructions below for the format and content of proposals. Special attention is directed to the requirements for technical and price proposals to be submitted in accordance with Paragraphs B and C of these instructions.

A. General Information

1. The purpose of this Request for Proposal (RFP) is to provide interested offerors with sufficient information to enable them to prepare and submit proposals for consideration by MedPAC.
2. Proposals should be emailed to procurement@medpac.gov. Any questions regarding this RFP should be emailed to Reda Broadnax at rbroadnax@medpac.gov.
3. The offeror's proposal in response to this Request for Proposal shall be prepared in accordance with these instructions. Offerors whose proposals deviate from these instructions maybe disqualified at the discretion of MedPAC.
4. MedPAC contemplates award of a Cost-Plus Fixed Fee contract resulting from this solicitation.
5. MedPAC reserves the right to enter into negotiations with any or all of the offerors as it deems to be in the best interest of MedPAC.
6. MedPAC reserves the right to reject any proposal received at the location after the time and date specified on the cover page of this solicitation.
7. This request does not commit MedPAC to pay any preparation cost nor to make reimbursements for any of the costs associated with a response to this request.
8. Telegraphic proposals, modifications, or withdrawals will not be considered.

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9. Facsimile proposals, modifications, or withdrawals will not be considered
10. MedPAC reserves the right to reject any and all proposals received as a result of this request. Non-compliance with the conditions of this RFP may result in disqualification of the offeror
11. MedPAC may reject an offer as non-responsive if it is materially unbalanced as to prices for the requirements. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
12. MedPAC reserves the right to disqualify, or to impose conditions upon an offeror to avoid organizational conflicts of interest which might create the appearance that MedPAC's independent and impartial judgment has been impaired. Offerors may be asked to submit additional information so MedPAC can determine whether such organizational conflicts of interest, real or apparent, exist.
13. MedPAC reserves the right to cancel this solicitation at any time.

B. Late, Submissions, Modifications and Withdrawals of Proposals

1. Any proposal received at the office designated in the solicitation after the exact time specified for the receipt will not be considered unless it is received before award is made.
2. A modification resulting from the Contracting Officer's request for "best final;" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by MedPAC and receipt at the MedPAC.

C. Submission of Proposals

1. Proposal shall be submitted in two (2) severable parts as set forth below:

Part I- Technical Proposal

Part II- Cost Proposal

Each of these parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical

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proposal shall not contain reference to price; however, resource information such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that the offeror's understanding of the Statement of Work may be evaluated. The technical proposal must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

2. Proposals shall be conspicuously marked with the RFP number and delivered to MedPAC prior to the closing time and date set forth in the RFP letter for receipt of proposals.
3. Offerors may, at their discretion, submit alternative proposals or proposals that deviate from the requirements, provided that they also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would not compromise and if they are in the best interests of MedPAC. Alternative proposals or deviations from any requirements of this RFP, shall be clearly identified.
4. MedPAC will evaluate proposals in accordance with the evaluation criteria set forth in Section Evaluation Factors For Award of this RFP.
5. The Executive Director is the only individual who can legally commit MedPAC to the expenditure of public funds in connection with this proposed acquisition.

D. Technical Proposal Format

To facilitate technical proposal evaluation, the offeror shall submit a separate enclosure entitled, "Technical Proposal," The proposal shall indicate the authors for each section. To expedite evaluation of submitted proposals, each offeror's technical proposal shall contain the following major sections in the order listed:

1. Section 1.0 - Summary

This section shall consist of a brief (five pages maximum) summary of the major elements of the offeror's proposal.

2. Section 2.0 - Proposed Personnel Qualifications

This section, together with the Appendix (resumes), shall contain sufficient evidence to permit evaluation of the qualifications of the proposed project staff in programming experience, expertise, and familiarity with relevant data bases. More detail is provided in Section M, Evaluation Factors for Award.

3. Section 3.0 - Corporate Qualifications

This section shall describe the offeror's experience with the skills and techniques required to perform the required analyses. The section shall also describe the offeror's familiarity with large Medicare (and other healthcare) data bases and its capability to analyze these data. This section should not exceed 50 pages.

4. Section 4.0 - Management Plan

This section shall describe how the offeror plans to use project staff, together with corporate resources, to complete task requests. Special attention should be paid to describing how the Contractor will meet MedPAC's peak workloads.

5. Section 5.0 - Technical Approach

In this section, the offeror shall present its technical approach. This section should not exceed 50 pages.

Appendix

Resumes for all proposed professional personnel.

E. Technical Proposal Instructions

A complete and comprehensive technical proposal shall be submitted, specifically addressing all factors, including phasing of tasks, methods to be used, and scheduling of human resources to satisfactorily complete all issues and tasks covered in the Statement of Work.

Offerors are cautioned to keep in mind the criteria set forth in Section M against which the proposal will be evaluated. The data and information shall address each of the technical proposal requirements outlined below:

1. Proposed Staff Qualifications (Section 2.0)

- a. The proposal shall include resumes identifying the professional personnel to be employed to perform the contract. Resumes shall describe the experience, education, background, specific scientific or technical accomplishments and any special qualifications that are applicable to the contract performance, including recent relevant experience, especially experience gained in projects for other clients. This information shall be provided for the project team members and, to the extent possible, for the additional and supportive personnel identified in (d) below.
- b. The offeror's personnel shall be identified according to the following definitions:
 - (1) Project Manager. Person responsible for day-to-day management of the project and direction of project staff. The Project Manager shall have a minimum of five years experience in the management of contracts of this type, which involve multiple tasks, changing priorities, and quick response.
 - (2) Sr. Supervising Programmer/Analyst. Programmer/Analyst with at least 10 years of relevant programming experience and at least five years of experience as the manager or supervisor of other programmers.

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- (3) Supervising Programmer/Analyst. Programmer/Analyst with at least five years of relevant programming experience and at least three years of experience as the manager or supervisor of other programmers.
 - (4) Senior Programmer. Computer programmer, with at least five years programming experience, of which at least three years must involve programming with relevant files.
 - (5) Programmer. Mid-level computer programmer with at least three years data processing experience.
 - (6) Junior Programmer. Entry-level computer programmer with one year of data processing experience or a four-year degree in mathematics, statistics, computer science, or a social science research discipline.
 - (9) Senior IT Specialist. Information technology specialist with at least 10 years of experience in information technology software and computer support services.
 - (10) IT Specialist. Information and technology specialists with at least three years of experience in information technology and computer support services.
 - (9) Clerical. Clerical staff.
- c. The proposal shall specify how professional personnel employed under the contract shall operate organizationally and the name and title of the person(s) who shall provide technical direction. Express mention shall be made of the approximate percentage of total time that each person shall be available for work under this contract. Include organization charts detailing:
- (1) overall organization of the project, including relationships to outside resource personnel and,
 - (2) the project manager, the task leader(s) and any other key personnel.
- d. The offeror shall describe the sources and type of special additional personnel, if any, that are required for any item of work. The offeror shall indicate the technical areas, character, and extent of consultant activity.

2. Corporate Qualifications (Section 3.0)

General background, experience and qualifications of the offeror shall be furnished. In particular, examples of previous relevant experience shall be furnished to demonstrate the offeror's capacity to fulfill the objectives of the Statement of Work. This information shall include the names, addresses and telephone numbers of contract and technical supervision officers. Experience may have been with Federal or State government, commercial, or nonprofit organizations. Special notation shall be made of similar or related government projects. The offeror is requested to furnish the proposed and actual time required to complete each project, the proposed and actual staffing used, and the proposed and actual total price charged for performance.

The proposal should document the offeror's ability to provide sufficient staffing and other resources as necessary during periods of peak workloads.

3. Management Plan (Section 4.0)

Describe the organization and management methods that would be used in the technical management of the proposed contract. Similar to the technical approach, the description of this facet of the work should demonstrate an understanding of the nature of the tasks and their potential problems and how issues shall be identified in a timely manner and at the proper levels of authority.

The offeror should indicate a schedule for completing each of the types of tasks outlined in the Statement of Work and include estimates of staff use, appropriateness of specific levels of human resources and travel plans.

The offeror shall demonstrate that the management plan ensures that all tasks are properly supervised by senior staff with relevant technical expertise and appropriate substantive knowledge of Medicare payment policy and Medicare Part A and Part B facility-level and patient-level datasets.

The offeror shall include procedures for ensuring that computer facility resources (for example, CPU time and disk and tape storage) are used appropriately and economically. The offeror should also include procedures for managing and ensuring quality control

during peak periods. The management plan should document procedures for bringing in additional staff as necessary and integrating them into ongoing tasks. This includes managerial backup. The management plan should also detail any special procedures for ensuring the accuracy of the product during peak periods with short deadlines.

The management plan shall also address how the offeror plans to ensure a seamless transition of computing programming services from the incumbent contractor to the offeror. The management plan shall address how the offeror plans to work with the incumbent contractor during a transition period to ensure a smooth transfer of computer equipment, software, and data (some requiring signed data use agreements) so that computer programming services can continue without delaying analysis results. The management plan shall also address how the offeror would handle the transition to a new contractor at the end of the period of performance of this contract. This shall address both the ability to provide computer analysis to MedPAC staff during a transition period and the transfer of equipment, software, and data from the offeror to a new contractor.

4. Technical Approach (Section 5.0)

The offeror's proposal shall disclose the technical approach in as much detail as possible, including, but not limited to, the requirements in this section of the RFP. The proposal shall outline the recommended approaches to be followed in arriving at the best solutions for the Statement of Work. To this end, the recommendations and technical approach should be specific, detailed and complete enough to clearly and fully demonstrate that the offeror thoroughly understands the intent of the Statement of Work, together with proposed approaches. Stating that the offeror understands and shall comply with the Statement of Work, or paraphrasing the Statement of Work, or parts thereof, is considered inadequate. So are phrases such as "standard procedures shall be employed" and "well-known techniques shall be used." It is recognized that all the technical factors cannot be detailed in advance, but the technical proposal must be sufficient as to how it is proposed to comply with the applicable Statement of Work, including a full explanation of the techniques and procedures the offeror proposes to follow. Data previously submitted, if any, cannot be considered and should not be incorporated into the technical proposal by reference. The technical proposal should also include the following:

- (1) Supporting documentation to substantiate/justify an understanding of the technical approaches.
- (2) Statement and discussion of potential problem areas, along with recommendations for solutions. This discussion will describe the offeror's previous experience with editing and manipulating Medicare Part A and Part B provider-level and patient-level files, including a discussion of problems encountered and how these problems were dealt with.
- (3) Statement of any interpretations, qualifications, limitations, deviations and/or exceptions to the Statement of Work.
- (4) Statement on the degree to which the offeror's proposal and technical approaches exceed the requirements of the Statement of Work.
- (5) Statement as to how the offeror intends to fulfill the stated goals of this contract as outlined in the Statement of Work.

5. Additional Information To Be Furnished

a. Resource Requirements

State whether or not acceptance of a contract for this project shall impact performance of other Government contracts. If "yes," indicate the nature and extent of the impact.

The offeror shall state whether employees on which estimates are based presently are on the offeror's payroll and immediately available for this work. If not, state the number and kind of people who would have to be hired and the arrangements made to obtain them.

b. Key Personnel for Preparation of Proposal

The proposal must contain the names of the key personnel responsible for the preparation of the proposal and their expected time commitment to the work under the contract.

c. References

Provide references from three previous projects of related scope and complexity. Include

complete addresses, telephone numbers, and the end user contact persons and dates of performance.

6. Summary of Deviations/Exceptions in the Technical Proposal

The offeror shall fully explain any deviations, exceptions or conditional assumptions taken with respect to this part of the RFP. Any exceptions taken to the Statement of Work shall have amplification and justification in order to be evaluated. Such exceptions shall not, of themselves, automatically cause any proposal to be deemed unacceptable. A large number of exceptions or one or more significant exceptions not providing any obvious benefit to MedPAC may, however, result in rejection of such proposal(s) as technically unacceptable.

7. Proposals that merely offer to conduct a program in accordance with the requirements of the MedPAC's Statement of Work shall not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

F. Cost Proposal Format and Instructions

To facilitate proposal evaluation, the offeror shall submit as part of his/her proposal a separate enclosure entitled Cost Proposal. The Cost Proposal shall be a separate submission from the Technical Proposal. The offeror must submit a Cost Proposal adequate for MedPAC to allow for a complete cost/price analysis, and for a determination of cost reasonableness. It should include at a minimum:

- Cost broken down by task, and
- Budgets itemized by base task period, optional tasks or phases, or optional periods to include:
 - Labor categories and direct labor rates
 - Indirect cost rates (fringe, G&A, etc.)
 - Subcontractor/ consultant cost factors/ rates
 - Other direct cost
 - Fee

EVALUATION FACTORS FOR AWARD

I. Basis for Award

MedPAC will evaluate offers in response to this RFP and award a contract to the technically acceptable offeror whose offer conforming to the solicitation, will be most advantageous to MedPAC. *Separate technical and cost evaluations will be performed.* While the lowest total cost to MedPAC is properly a deciding factor, MedPAC reserves the right to select the sources whose proposal offers the greatest value to MedPAC in terms of performance and other factors.

II. Complete Information

Failure to furnish complete information requested in the RFP may cause the offeror to be deemed unacceptable and immediately be removed from further consideration. *Any proposal that addresses only part of the technical requirements may not be considered fully responsive to MedPAC's technical needs and may not be accepted.*

MedPAC may award without discussions.

III. Evaluation of costs

Cost proposals will be evaluated to assess the reasonableness of the proposed cost/price and to determine the probable cost to MedPAC. Offerors' total direct labor cost of the basic contract period plus the cost of option periods will be considered.

IV. Evaluation of technical proposal

The technical evaluation will be conducted in accordance with weighted technical criteria described below. This evaluation produces a numerical score (points). Proposals will be evaluated to determine the offeror's ability to complete all technical requirements for

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performance. Offerors are advised that paramount consideration shall be given to the evaluation of technical proposals, rather than costs or price. To be selected for award, however, a proposal must be fairly and reasonably priced.

Weight

Criterion

30% 1. Proposed personnel qualifications

- a. *Project manager*—The project manager shall have day-to-day management responsibilities under this contract. She or he will have experience managing staff on multiple projects in a quick turnaround environment with shifting priorities. She or he will also have experience working one-on-one with outside analysts in such an environment. (5%)
- b. *Programmer experience*—The contractor's project staff shall have broad knowledge and experience in data base development, including designing, developing, and merging data sets and statistical analysis files; manipulating large data files (such as 40 million records); and verifying and validating data. The project staff shall have both substantial modeling experience and applied descriptive and multivariate statistical programming experience along with some basic understanding of statistical methods. Programming experience shall be with SAS and other programming languages. Staff shall have experience in producing clear and understandable output and in converting data files and analysis results into Excel data files. In addition, the contractor's project staff shall have previous experience working on multiple projects in a quick turnaround environment with shifting priorities. Finally, the staff shall have experience working one-on-one with outside analysts in such an environment. (10%)
- c. *Experience with using Medicare data*—The contractor's project staff, as a whole, shall have programming experience involving Medicare data, including experience with claims and cost report files for the various Medicare provider services. The staff should also have experience working with other Medicare data, such as enrollment files and the Medicare Current Beneficiary Survey. The

project staff shall have experience merging and analyzing both provider and patient level Medicare files. (15%)

25% 2. Corporate qualifications

- a. *Experience*—The offeror shall have substantial experience on projects requiring the skills and techniques necessary for the tasks defined in the statement of work. This includes experience in analyzing large data bases including physician claims data, facility- and patient-level databases (especially Medicare data). The contractor shall demonstrate the ability to provide sufficient staffing and other resources as necessary, particularly during peak periods, but also demonstrate the ability to redeploy staff after these peak load periods and in other periods with minimal work requirements. (10%)
- b. *Equipment and facilities*—The contractor shall have computer equipment and software capable of processes and analyzing large claims files (40 million or more records). The contractor shall ensure safe and secure storage of data files (tapes, disks, and other storage medium) and that access to project work is only available to those working on the project. The contractor's project staff shall have experience processing analyses on PC based platforms and use of PC based platforms for analysis of large data files (over 40 million records). They shall have experience maintaining these systems for optimal operations. The contractor must either have facilities within a two hour drive of MedPAC's office or demonstrate an ability to fulfill the requirements for this contract from a more distant location. (10%)
- c. *References*—The contractor shall provide 3 references from clients who conduct similar types of computer programming that supports task-based work. (5%)

24% 3. Management plan

- a. *Day-to-day management*—The offeror's proposed project management plan shall adequately and reasonably allocate personnel and resources for the staffing, scheduling, and management of work. The management plan shall clearly document the internal lines of authority and communication, the time commitments and responsibilities of each staff member, and the approach to integrating the project tasks. The management plan shall designate one person as having day-to-day management responsibility and demonstrate that all tasks are

supervised by senior staff with relevant technical and substantive expertise. The management plan shall also describe backup procedures and identify responsible personnel to ensure that day-to-day management activities will continue in the event of the manager's absence. The management plan shall take into account the quick turnaround nature of the task requests and MedPAC's changing priorities. The management plan shall also document the lines of communication between the contractor and MedPAC staff, including the ability to maintain flexible but clear lines of authority and responsibility. (7%)

- b. *Quality control*—The contractor shall demonstrate adequate quality control procedures for ensuring that the data are provided accurately and on time. This includes detailing procedures for ensuring that programs are debugged, proper screens are applied to the data, and the final product represents what the analyst requested. It shall also detail any special procedures for ensuring the accuracy of the product during peak periods with short deadlines. Moreover, the management plan shall discuss mechanisms the contractor plans to have in place for ensuring continuing quality improvement in the work performed. The management plan should identify the offeror's approach to developing end-of-project evaluations (that will be used to assess eligibility for performance-based awards). The management plan shall address how the offeror will address potential financial costs associated with programmer errors. (7%)
- c. *Cost control and efficiency*—The management plan shall include procedures to ensure that staff and computer resources are used efficiently. This includes procedures for controlling costs on individual tasks and moving staff on and off project work to reflect changes in MedPAC's computer programmer support requirements in any given period. The management plan should also describe measures put into place to ensure that back-up staff have the technical and policy background to be put to work on MedPAC-projects quickly. It also includes procedures for ensuring that management resources are used efficiently. (7%)
- d. *Transition (beginning)* —The management plan shall address how the offeror intends to smoothly take over computer programming services from the incumbent contractor. This includes arranging for the transfer of equipment, software, and data from the incumbent contractor to the offeror, and the smooth transfer of programming support that will allow necessary programming work to

continue during the transition. (5 points used to differentiate performance of the non-incumbent bidders.)

- e. *Transition (end)*—The management plan shall include a plan for how the offeror plans to hand off equipment, software, data, and programming support that is in process to a new contractor after the period of performance under this contract ends. The offeror shall address how programming support can continue without interruption during the transition period. (3%)

21% 4. Technical approach

- a. *Understanding the type of work*—The technical approach shall demonstrate a complete understanding of the types of data base development, data analysis, and documentation required under this contract. The proposal shall indicate the offeror's plan for meeting its responsibilities and completing each type of task and subtask defined in the statement of work. All activities from issuance of the task request to the delivery of products shall be included. The proposal shall include the offeror's approach to developing, debugging, and testing programs; documenting files and programs; communicating with MedPAC (including review of intermediate products); and delivering final products. (6%)
- b. *Analyzing Medicare files*—The technical approach shall demonstrate the offeror's understanding of potential problems associated with creating and analyzing Medicare data files. The technical approach shall clearly indicate the offeror's plan for efficiently manipulating and analyzing Medicare files using statistical packages and programming languages. It shall also outline how MedPAC staff will have access to specific data files when requested. (10%)
- c. *Meeting project goals*—The offeror shall demonstrate how they intend to fulfill each of the goals outlined in section II of the statement of work (see page C-2). (5%)

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